

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 2505 OF 1996

THE SANGLI BANK LIMITED ... PLAINTIFFS.
VS.
S.D.NIKAM & ORS. ... DEFENDANTS.

MR. A.C. MAHIMKAR I/B. MAHIMKAR & CO. FOR THE
PLAINTIFFS.
NONE FOR THE DEFENDANTS.

Coram : S.K.Shah, J.
Date : December 8, 2005.

P.C.:-

1. This Suit is undefended against the defendants. The Plaintiffs had filed the affidavit and documents in support of their claim.

2. The Plaintiff- Bank has filed this Suit for recovery of Rs. 62940. 35 Ps. towards the balance amount due from the defendants, on the basis of Statement of Accounts. The Plaintiff granted to the defendant cash credit facility and the defendants had availed the same.

3. In support of the claim, the Plaintiff- Bank produced on record the documents i.e. Demand Promissory Note, Letter of lien and set off, Continuing Security letter, agreement for hypothecation, Letter of guarantee, all dated 20.3.1989. In addition, the Plaintiffs have also filed two letters of acknowledgement of debt, dated 22.2.1991 and 16.4.1993 respectively and the Statement of Accounts of defendant No.1 in the books of Accounts of Mahim Branch of the Plaintiffs. The Certified Extract of Statement of Accounts shows that Rs. 62,940.35 Ps. was due from the defendants on account of the said cash credit facility availed by the defendants.

4. In view of the above, the Plaintiffs have proved their claim against the defendants. Hence, the Order :-

ORDER

(1) The Suit is decreed in terms of prayer clause (a) with costs.

(2) Decree be drawn up accordingly.

(3) Receiver stands discharged without passing accounts, subject to his costs and expenses.

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[S.K.Shah , J.]